



NewWave Communications Company Master Service Agreement

BUSINESS SALES MANAGER: Kyle Alcorn

AGREEMENT DATE: 2/1/13

CUSTOMER INFORMATION

CUSTOMER NAME: Union County Government

BILLING ADDRESS: 309 W. Market Street

Jonesboro, IL 62952

USA

PHONE: _____ Fax: _____

MAIN PHONE:

EMAIL ADDRESS: _____ FEDERAL TAX ID #: _____

TAX EXEMPTION: ☒ FEDERAL ☐ STATE ☐ COUNTY ☐ CITY

IF TAX EXEMPT, A COPY OF TAX EXEMPTION CERTIFICATES MUST ACCOMPANY CONTRACT

SERVICE SUMMARY

SITE NAME: Union County Government Courthouse

INSTALL ADDRESS: 309 W. Market Street

INSTALL CITY: Jonesboro

INSTALL STATE: IL INSTALL ZIP: 62952

USA

CONTACT: Rollie Hawk PHONE: 618 925 2470 FAX: 618 833 5496

Email Address: rhawk@unioncountyil.gov

VOICE SERVICES

INITIAL LOCAL CARRIER: _____

INITIAL INTRALATA CARRIER: _____

INITIAL LD CARRIER: _____

INITIAL INTERNET PROVIDER: _____

SPECIAL INSTRUCTIONS:

SELECTED LOCAL CARRIER:

SELECTED INTRALATA CARRIER:

SELECTED LD CARRIER

SELECTED INTERNET PROVIDER: NewWave Communications

NEWWAVE COMMUNICATIONS' PRODUCTS/SERVICES ORDERED

REQUESTED SERVICE INSTALLATION DATE: 2/2013
DATE DAY

NON-RECURRING CHARGES		
SERVICE DESCRIPTION	QTY	TOTAL
One-Time Installation Fee	1	\$0.00

PER USE CHARGES				
SERVICE DESCRIPTION		QTY	EACH	TOTAL
10x10 Fiber connection	Upgrade from previous 8x8 at no charge	1	\$700.00	\$700.00

Customer acknowledges and agrees that it assumes the responsibility for notifying its current carrier(s) that it has changed and/or disconnected its current carrier(s) services to avoid incurring future charges from its current carrier(s). The customer should consult NewWave Communications to assure that customer is aware which carrier(s) must notify based on the scope of services customer will receive from NewWave Communications. If customer adds or makes changes to services, the contract term for these services is coterminous with the length of the Customer's original contract term.

NewWave Communications will pass through any third-party charges incurred by NewWave Communications as a result of hosting the customer's DNS, including, but not limited to domain name, registration and renewal charges.

NewWave Master Service Agreement Definitions:

"Customer" refers to the entity on whose behalf this Agreement is being executed. "NewWave" refers to NewWave Communications subsidiary that operates in the state in which the customer obtains service. "Effective Date" is the date this Agreement is executed by NewWave.

Tariff Considerations:

Depending on the Customer's choice of products and services, Customer may receive from NewWave and its affiliates, regulated local, interstate, intrastate, and local toll telecommunications services provided pursuant to Big River Telephone tariffs and price lists and the terms and conditions contained therein (collectively the "Tariffs"). If the customer's choice of products and services includes detariffed services, this Agreement is subject to and incorporates by reference NewWave's rates, rules, and regulations applicable to the services as provided to Customer or posted on NewWave's website or, if such rates, rules, and regulations sections of the local Tariffs of the state in which the services are provided. If Customer's choice of products includes unregulated services, this Agreement is subject to and incorporates by reference the general rules and regulations of the local Tariffs of the state in which the services are provided. To the extent this contract differs from any terms and conditions in Big River Telephone's tariffs, the Tariffs control. Big River Telephone may modify its Tariffs from time to time in accordance with law. These modifications may affect service(s) furnished to Customer.

900 Access:

At Customer's request, NewWave will permit Customer dial-up access to 900 service number provided by third-party vendors by removing the "blocking" that NewWave typically applies to those services. If such a request is made by Customer, Customer shall be liable for all charges associated with 900 number services dialed from the customer premises, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature. Customer agrees that NewWave assumes no liability of any kind with respect to its providing access to 900 services, the use of 900 services, or the content or use of the information provided via 900 services, via connections from Customer premises and locations where Customer uses NewWave service. Customer shall indemnify, defend and hold NewWave harmless against any and all claims made by the third party vendor of 900 services or information services providers that subscribe to services provided by such third party providers of information services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of 900 services could result in suspension or failure to make proper payment to third party vendors of 900 services could result in suspension or interruption of long distance and/or local services provided by NewWave. NewWave assumes no liability of any kind with respect to such potential suspensions or interruptions.

International Calling:

At Customer's request, NewWave will permit Customer access to international calling capabilities by removing the "blocking" that NewWave typically applies to that service. If such a request is made by Customer, Customer shall be liable for all charges associated with all international calling charges dialed from the customer premises, calling card(s) and/or access numbers, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature. Customer agrees that NewWave assumes no liability of any kind with respect to its providing access to international calling or the use of international calling services via connections from Customer premises and locations where Customer uses NewWave's service. Customer shall indemnify, defend and hold NewWave's harmless against any and all claims made by any third party related to the use of international calling services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third parties could result in suspension or interruption of long distance and/or local services provided by NewWave. NewWave assumes no liability of any kind with respect to such potential service suspensions or interruptions.

NewWave's Equipment:

The equipment (Modem/Router) installed at the customer premise is the property of NewWave and must be returned within thirty (30) days of service termination. If the equipment is not returned within this timeframe, Customer agrees to reimburse NewWave

for the full purchase price of the equipment as well as any attorney's fees and costs incurred by NewWave related to NewWave's retrieval of the equipment.

Service Order Terminations/Installation Delays:

Customer acknowledges and agrees that if Customer causes an installation delay of any of its services that lasts longer than thirty (30) days past the Customer's original installation due date and NewWave has incurred charges from its vendors, Customer will pay all applicable monthly recurring charges for all Customer's services as if all services were installed on the thirty-first (31st) day past the original installation due date. Additionally, in the event installation delays occur for any reason, NewWave shall not be responsible for charges imposed on Customer by Customer's previous service provider(s) and/or the difference between such charges and the charges that NewWave would have imposed pursuant to this Agreement.

Satisfaction Guarantee:

If there is a material failure by NewWave in the provision of the services to Customer (excluding billing issues) during the initial sixty (60) days following the first installation of the services ("Satisfaction Period"), and NewWave fails to cure such material failure within ten (10) days of receipt of written notice of such failure from Customer, Customer may terminate this Agreement without incurring liquidated damages (as described below) by delivering written notice of such termination to NewWave and making payment of any outstanding balance for services rendered by NewWave to Customer through the date of the written notice of termination. Customer may not exercise this Satisfaction Period termination clause if a material failure by NewWave in the provision of the services to Customer cannot reasonably be cured within ten (10) days if NewWave begins to cure the failure within ten (10) days and continues actively and diligently in good faith to cure such failure. Customer's notice of a material service failure must be sent to:

NewWave Communications
ATTN: Director Business Services
One Montgomery Plaza, Fourth Floor
Sikeston, MO 63801

Renewal and Termination:

Either NewWave or Customer may terminate this Agreement at the end of the initial term by providing not less than thirty (30) days written notice to the other party prior to the end of the initial term. If neither NewWave nor Customer provides such written notice of termination at least thirty (30) days prior to the end of the initial term, this Agreement shall continue for an additional one-year period ("renewal term"). Thereafter, this Agreement shall continue to renew for additional one-year periods unless NewWave or Customer provides written notice of termination at least thirty (30) days prior to the end of each renewal term. Customer's notice of termination must be sent to:

NewWave Communications
ATTN: Director Business Services
One Montgomery Plaza, Fourth Floor
Sikeston, MO 63801

Because NewWave relies upon Customer to complete the term of this Agreement, if Customer or its successor in interest or assignee elects to terminate any or all Services provided pursuant to this Agreement (or Services added by Customer later) prior to the expiration of the initial or renewal term, NewWave will suffer damages. Therefore, in the event of early termination Customer agrees to pay NewWave, as liquidated damages and not as a penalty, an amount equal to the monthly recurring rate for the services cancelled multiplied by the number of months remaining in the initial or renewal term of the Service Agreement. Customer agrees that the actual damage to NewWave is difficult to ascertain and the amounts fixed for Liquidated damages are a reasonable estimate of the actual reduction in the value of the Agreement that NewWave will sustain in the event of Customer's early termination.

Partial Cancellations:

NewWave's prices are conditioned on Customer's continuing subscription to the services and quantities of services contained in the Agreement. In the event Customer elects to cancel services equivalent to 25% or more of the total initial contract value, NewWave may seek the liquidated damages described above for any percent decrease of contract value greater than 25%.

Video Annual Increase:

Video services may increase up to 10 percent annually, due to rising programming cost.

Pay-Pay-View Access:

Pay-Pay-View access to commercial accounts (public viewing areas where revenue is derived from food and beverage sales) is not available without advanced expressed written consent from business sales manager and/or general manager. Any public viewing

commercial account that displays non-commercial approved pay-per-view events is liable for any or all costs / penalties related to the public showing of such event.

Miscellaneous:

This Agreement shall be binding upon and inure to the benefit of NewWave's successors and/or assigns. This agreement is binding upon and inures to the benefit of Customer's successors and/or assigns; however, NewWave may determine whether such a successor or assign is acceptable by giving its written consent, which consent shall not be unreasonably withheld. This agreement together with the Tariffs constitutes the entire agreement between parties and supersedes any prior or contemporaneous proposals, discussions, or agreement, whether verbal or written concerning NewWave offerings. By signing this Agreement, the customer also accepts the terms of service at www.newwavecom.com/business. All amendments to this Agreement must be in writing and signed by the Customer and on behalf of NewWave's Legal Department. Hand-written, typed or any other modifications of this Agreement, unless executed as described above, are strictly prohibited and will not be binding on NewWave.


Service Agreement initial term is for one, two, three, four, five, seven or ten years (as selected above). If Customer adds lines during the course of this Agreement, Customer's original Letter of Authorization provides NewWave with authorization to add such lines and such authorization will be deemed to comport with federal and state unauthorized carrier change regulations, laws, administrative Orders and other legal guidelines. Charges for services in this Agreement do not include taxes, surcharges, and fees. Such taxes, surcharges, and fees are based on either the applicable NewWave tariffs, as posted on NewWave's Website, and/or the state, local and federal taxes, fees and surcharges imposed by the jurisdiction in which the Customer is receiving services.

40 -MONTH TERM COMMITMENT KA INITIAL

AGREED TO BY:

DATE: 01/31/2013

TITLE: Chairman

CUSTOMER SIGNATURE:  PRINTED NAME: Don Denny

AGREED TO BY: NEWWAVE COMMUNICATIONS

DATE: 1/29/13

TITLE: Business Services Manager

SIGNATURE: 